



# EAZA BIOBANK REQUEST FOR SAMPLE USE RELEASE AGREEMENT



**PRINCIPAL INVESTIGATOR:**

Name:

Contact information\*:

**INSTITUTION:**

Authorized official:

**SUMMARY SAMPLES REQUESTED:**

Species:

Sample type:

Number of Samples:

(include volume per sample)

Project Title:

In consideration for the “**Principal Investigator**” listed above receiving the requested materials (“**Sample(s)**”) from the EAZA Biobank, the Investigator hereby acknowledges and agrees to the following terms and conditions of the transfer of Sample(s) by the EAZA biobank to the Investigator:

**Use of samples.**

1. Sample(s) will only be used for the academic research purposes described in the “Application for Sample Use”, which is included and made a part hereof.
2. The Sample(s) will be used solely by the Principal Investigator and others working under his/her direct supervision at the listed Institution. Sample(s) shall not be further distributed to others, either at the Institution or outside, without the prior consent of the EAZA Biobank.
3. These samples shall be used in accordance with any and all applicable federal, state, local and other laws and regulations, and to adhere to appropriate biosafety practices.

**Ownership of Samples.**

4. The EAZA Biobank retains the ownership or holding of the Sample(s) sent out on request, including any Sample(s) requested as modifications or additions to the original request thereto.
5. The Investigator will not give, sell, assign, distribute or transfer the samples to any third party without prior written consent.
6. Provision of Sample(s) to the Principal Investigator does not restrict the rights of the EAZA Biobank from distributing the same or similar Sample(s) to another requestor, or to publish any documents relating to the Sample(s).

**Non-Disclosure of Confidential Information.**

7. Any and all information provided to the Principal Investigator by the EAZA Biobank, regarding EAZA and the EAZA Biobank Sample(s), operations, employees, or to which the Principal Investigator obtains access in connection with the Request for Sample Use Application Form constitutes as “Confidential Information”.

8. Confidential Information shall be treated confidentially and with the same level of care that the Investigator and the Institution use in maintaining their own Confidential Information. Information shall not be used for any purpose other than within the research purposes for which the Sample(s) were requested without explicit, prior written consent of the EAZA Biobank.
9. Confidential Information does not include any information which is already publicly available or known through lawful means, is generally known to the public through no breach or fault of the Investigator or is received by the Investigator from a third party who is free to make such disclosures without breaching any legal obligation to the EAZA Biobank.

**Research Updates, Data, and Publication.**

10. Updates: The requesting Investigator will provide reports or updates to the EAZA Biobank on at least an annual basis regarding their use of the Sample(s) requested and the progress of research and results involving the Sample(s).
11. EAZA Biobank right to use data: Upon request by the EAZA Biobank, the Investigator will provide the EAZA Biobank access to data collected or obtained for use in EAZA approved population management and conservation efforts. When relevant and after consultation with the EAZA Biobank, data will be deposited in an appropriate manner on NCBI "GenBank" or other relevant public databases following publication.
12. Publications: The Investigator will have the right to publish and disclose the results of any research involved the Sample(s). The EAZA Biobank Working Group retains the right to evaluate and consent to the manuscript prior to publication. Authorship in all publications will be determined on a case-by-case basis and in accordance with scientific principle. Copies of the publication(s) shall be made available to the EAZA Biobank at the time of acceptance of the publication(s). The Investigator agrees to acknowledge The EAZA Biobank, or other applicable parties, as the source of the Sample(s) and/or for its assistance, in all publications resulting from the Investigator's use of the Sample(s), when appropriate and subject in each instance to the EAZA Biobank's prior consent.

**Release.**

13. The Investigator acknowledges potential zoonotic hazards associated with handling the requested Sample(s) and necessary precaution should be taken, and appropriate equipment used, when handling the Sample(s).
14. The Investigator hereby acknowledges the EAZA Biobank is not responsible for any loss or damage resulting from the request for, transfer, use of, or exposure to Sample(s) from the EAZA Biobank.

**Liability.**

15. Except to the extent prohibited by law, the Investigator assumes all liability for damages which may arise from his/her use, storage, or disposal of the requested Sample(s).
16. The EAZA Biobank will not be liable to the Investigator for any loss, damage or injury, including death, or damage to property regardless of the cause there of, resulting from the request for, transfer, use of, or exposure to Sample(s) from the EAZA Biobank.

**Disclaimer of Warranty.**

17. The EAZA Biobank makes no representations and extends no warranties of any kind, expressed or implied. There are no express or implied warranties of fitness of samples for any particular purpose, or that the use of the material will not infringe on any patent, copyright, trademark or other proprietary rights.

**Permits, Transfer and Shipment of Samples.**

- 18. The Investigator has exercised due diligence to ascertain the Sample(s) here are being accessed in accordance with applicable Access Benefits Sharing (ABS) legislation or other regulatory requirements, including implementing necessary Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT) documents.
- 19. The Investigator will obtain and bear the cost of all necessary permits pertaining to the receipt of the Sample(s). The cost of packing and shipping samples requested by the Investigator shall be assumed by the Investigator and/or by the Institution and not by the EAZA Biobank.

**Sample Return and/or Disposal.**

- 20. The Investigator will be responsible for proper handling, storage and use of the samples transferred to him/her by the EAZA Biobank and after use, will return any remaining material as agreed upon with the EAZA Biobank prior to transfer, or dispose of the Sample(s), or any excess material not returned, in accordance with all applicable national, local and other laws and regulations.

**EAZA Biobank Terms of Service.**

- 21. The Investigator has read the Terms of Service and Request for Sample Use Application Instructions issued by the EAZA Biobank and hereby agrees to abide by the terms and conditions thereof.

**Governing Law.**

- 22. This Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands and the parties hereby submit to the exclusive jurisdiction of the Dutch courts.

**Amendments.**

- 23. EAZA is authorised to update these Terms and Conditions at any time and will publish any such changes through existing EAZA communication channels.

**Approval**

Please read and sign this agreement and acknowledge acceptance and send to [biobank@eaza.net](mailto:biobank@eaza.net)  
Or send as a hard copy to the EAZA Biobank Coordinator

\_\_\_\_\_  
Signature of Investigator

\_\_\_\_\_  
Name of Investigator/ Title

\_\_\_\_\_  
Date

\*By providing your contact information, you acknowledge and accept that this information may be shared with relevant parties associated with this request and you may be contacted regarding sample(s) requested and use thereof.